

RECORDATION NO. 18827-A FILED 1425

JUN 14 1994 - 1 35 PM

INTERSTATE COMMERCE COMMISSION

ALVORD AND ALVORD
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

June 14, 1994

0100266017

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) executed copies of a Supplement No. 1 to Assignment and Security Agreement (Chattel Mortgage), dated as of June 10, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement dated as of May 31, 1994 duly filed June 1, 1994 under Recordation Number 18827.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045

Secured Party: Fleet Bank
56 East 42nd Street
New York, New York 10017

A description of the railroad equipment covered by the enclosed document is attached to the Supplement No. 1 as Schedule I.

Edward M. Linn
counterparts

Interstate Commerce Commission

Washington, D.C. 20423

JUNE 14, 1994

OFFICE OF THE SECRETARY

ROBERT W. ALVORD
ALVORD & ALVORD
918 16TH ST., NW SUITE 200
WASHINGTON DC 20006-2973

Dear MR. ALVORD:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on JUNE 14, 1994 at 1:35PM, and assigned
recordation number(s). 18827-A, 18849.

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 18827-A FILED 142*

JUN 14 1994 - 1 35 PM

INTERSTATE COMMERCE COMMISSION

**SUPPLEMENT NO. 1
TO ASSIGNMENT AND SECURITY AGREEMENT
(CHATTEL MORTGAGE)**

SUPPLEMENT to the ASSIGNMENT AND SECURITY AGREEMENT (CHATTEL MORTGAGE) (the "Security Agreement") dated as of May 31, 1994, by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and FLEET BANK, a New York banking corporation (the "Secured Party").

1. This Supplement is executed and delivered pursuant to the Security Agreement in order to more particularly identify certain of the Collateral which the Debtor has assigned and granted, or does hereby assign and grant, a security interest in and to the Secured Party, and to confirm the assignment under, and security interest created by, the Security Agreement with respect to such Collateral. Any term defined in the Security Agreement (or in the Credit Agreement referred to therein) and used herein shall have the meaning as defined therein.

2. The Debtor has transferred, conveyed, warranted, mortgaged, delivered, pledged, assigned and granted to the Secured Party, its successors and assigns, and does hereby transfer, convey, warrant, mortgage, deliver, pledge, assign and grant to the Secured Party a security interest in, in each case pursuant to the Security Agreement and as collateral security for payment and performance of the Obligations, all and singular of the Debtor's rights, title and interest in and to the following Collateral described in paragraphs 2(a) and 2(b) hereof and all Proceeds thereof:

(a) Certain railroad tank cars and covered hopper cars described on Schedule I hereto and made a part hereof (individually, an Item of Equipment, and collectively constituting Equipment, for purposes of the Security Agreement), together with all accessories, equipment, parts and appurtenances appertaining or attached to any such Equipment, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions, replacements of, and additions, improvements and accumulations to, any and all of said Equipment, together with all rents, issues, income, profits and avails therefrom and any and all Mileage Credits relating thereto and any and all Proceeds thereof.

(b) All right, title and interest of the Debtor in and to each and every lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Equipment described in paragraph 2(a) hereof, including, without limitation, the leases specified on Schedule I hereto (each such lease, including all amendments, supplements and schedules thereto, constituting an Assigned Lease for purposes of the Security Agreement), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due or to become due under any Assigned Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Equipment) and all Proceeds of any thereof (such payments constituting Assigned Lease Proceeds for purposes of the Security Agreement), and otherwise in accordance with the provisions of the Security Agreement.

3. All provisions of the Security Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule I hereto shall be deemed an addition to, and part of, Schedule I to the Security Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement on this 10th day of June, 1994.

ACF INDUSTRIES, INCORPORATED

By: *Marish Cud*
Title:

FLEET BANK

By: *John M. Turley*
Title: Loan Officer

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. LOUIS)

On this 10th day of June, 1994, before me,
personally appeared Umesh Choksi, to me
known, who being by me duly sworn, says that he resides at
St. Louis, Missouri
and is Assistant Treasurer of ACF INDUSTRIES, INCORPORATED; that
said instrument was signed on behalf of said corporation by
authority of its Board of Directors on June 10, 1994; and he
acknowledged that the execution of the foregoing instrument was the
free act and deed of said corporation.

Nancy Collins

Notary Public

(SEAL)

NANCY COLLINS
NOTARY PUBLIC—STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES AUG. 2, 1996

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 15th day of June, 1994, before me,
personally appeared John M. [unclear], to me
known, who being by me duly sworn, says that he resides at
[unclear]
and is a Loan Officer of FLEET BANK; that said instrument was
signed on behalf of said corporation by authority of its Board of
Directors on June 13, 1994; and he acknowledged that the
execution of the foregoing instrument was the free act and deed of
said corporation.

Robyn G. Steinberg

Notary Public

(SEAL)

ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

06/10/94

SCHEDULE I

PAGE

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EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT
ELF ATOCHEM NORTH AMERICA, INC.	50630005	ACFX094842 ACFX094843 ACFX094844 ACFX094845 ACFX094846 ACFX094847 ACFX094848 ACFX094849 ACFX094850 ACFX094851 ACFX094852 ACFX094853 ACFX094854 ACFX094855 ACFX094856 ACFX094857 ACFX094858 ACFX094859 ACFX094860 ACFX094861 ACFX094862 ACFX094863 ACFX094864 ACFX094865 ACFX094866 ACFX094867 ACFX094868 ACFX094869 ACFX094870 ACFX094871
ELF ATOCHEM NORTH AMERICA, INC.	50630005	
ELF ATOCHEM NORTH AMERICA, INC.		
LYONDELL POLYMERS CORPORATION	53470026	ACFX068937 ACFX068938 ACFX068939 ACFX068940 ACFX068941 ACFX068942 ACFX068943 ACFX068944 ACFX068945 ACFX068946 ACFX068947 ACFX068948 ACFX068949 ACFX068950

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SCHEDULE I

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EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT
LYONDELL POLYMERS CORPORATION	53470026	ACFX068951 ACFX068952 ACFX068953 ACFX068954 ACFX068955 ACFX068956 ACFX068957 ACFX068958 ACFX068959 ACFX068960 ACFX068961 ACFX068962 ACFX068963 ACFX068964 ACFX068965 ACFX068966 ACFX068967 ACFX068968 ACFX068969 ACFX068970 ACFX068971 ACFX068972 ACFX068973 ACFX068974 ACFX068975 ACFX068976 ACFX068977 ACFX068978
LYONDELL POLYMERS CORPORATION	53470026	
LYONDELL POLYMERS CORPORATION		
MARSULEX INC.	5896	ACFX094971 ACFX094972 ACFX094973 ACFX094974 ACFX094975 ACFX094976 ACFX094977 ACFX094978 ACFX094979 ACFX094980 ACFX094981 ACFX094982 ACFX094983 ACFX094984 ACFX094985 ACFX094986

06/10/94

SCHEDULE I

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EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT
MARSULEX INC.	5896	ACFX094987
		ACFX094988
		ACFX094989
		ACFX094990
		ACFX094991
		ACFX094992
		ACFX094993
		ACFX094994
		ACFX094995
		ACFX094996
		ACFX094997
		ACFX094998
		ACFX094999
		ACFX095000
		ACFX095001
		ACFX095002
		ACFX095003
		ACFX095004
		ACFX095005
		ACFX095006
		ACFX095007
		ACFX095008
		ACFX095009
MARSULEX INC.	5896	
MARSULEX INC.		